

गावाचे नाव : भायखळा

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो करारनामा की पट्टेदार ते नमूद करावे) मोबदला रु. 3,500,000.00
बा.भा. रु. 3,380,221.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटीएस क्र.: 1484 वर्णन: विभागाचे नाव - भायखळा डिप्टीजन, उपविभागाचे नाव - 9/73 - भूभाग : दक्षिणेस मौ. शौकत अली रोड, रामचंद्र भट्ट मार्ग, उत्तरेस गिर्गा मालीब रोड, पूर्वेस मध्य रेल्वे लाईन व पश्चिमेस मौ. आझाद रोड व गिर्गा मालीब रोड यागधील भुभाग (जे. जे. हॉस्पिटल). सदर मिळकत सि.टी.एस. नंबर - 1484 गधे आहे. सदरिका क्रं 1604 , 16 वा मजला , फॉर्च्युन टॉवर , 337 सर जे जे रोड , भायखळा , मुं 08, तळ+ 20 मजले (1) बांधीव मिळकतीचे क्षेत्रफळ 70.48 चौ.मी. आहे.
- (3) क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) नीना फार्मस प्रा लि तर्फे नीरगर काजी . . ; घर/फ्लॅट नं: 6; गल्ली/रस्ता: कले ; ईमारतीचे नाव: सागर क्लासिक ; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: भायखळा ; तालुका: मुं; पिन: 08; पॅन नम्बर: ए ए ए सी एन 5032 इ.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) नसीम सबीर नीरबान . . ; घर/फ्लॅट नं: 292; गल्ली/रस्ता: -; ईमारतीचे नाव: अब्दुल रहेमान स्ट्रिट; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: मुं; तालुका: -; पिन: 03; पॅन नम्बर: ए बी डब्ल्यु पी एन 6933 सी .
- (7) दिनांक करून दिल्याचा 30/10/2006
- (8) नोंदणीचा 24/11/2006
- (9) अनुक्रमांक, खंड व पृष्ठ 11363 /2006
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 157600.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शोरा



खरी प्रत

दुय्यम निबंधक, मुंबई जिल्हा

वा. सि. न. मयनि
बांदा त्यांचे ता २४-११-०६ या बांधुसा
२२५००८ नकद दिले तारीख २८-११-०६

दुय्यम निबंधक, मुंबई जिल्हा.

2006

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वयइ2

दस्त क्र 11363/2006

5:10:52 pm

मुंबई शहर 2 (वरळी)

दस्त क्रमांक : 11363/2006

दस्ताचा प्रकार : करारनामा

छायाचित्र

अंगठ्याचा दसा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

1 नाव: नसीम सवीर नीरबान . .
पत्ता: घर/प्लॉट नं: 292
गल्ली/रस्ता: -
ईमारतीचे नाव: अब्दुल रहेमान स्ट्रिट
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: मुं
तालुका: -
पिन: 03
पॅन नम्बर: ए बी डब्ल्यु पी एन

लिहून घेणार

वय 34

सही NB NIRBAN



2 नाव: नीना फार्मस प्रा लि तर्फे नीसार काजी . .
पत्ता: घर/प्लॉट नं: 6
गल्ली/रस्ता: क्ले
ईमारतीचे नाव: सागर क्लासिक
ईमारत नं: -
वसाहत: -
शहर/गाव: भायखळा
तालुका: मुं
पिन: 08
पॅन नम

लिहून देणार

वय -

सही



सह दुय्यम निबंधक
मुंबई शहर क्र. २.



Customer Copy

Deposit Br. Date: 30/10/06

Pay to: ICICI Bank Ltd. A/C Stamp Duty

Franking Value	Rs.	1,57,640
Service Charges	Rs.	10
Total	Rs.	1,57,650

Name of Stamp duty paying party:
Naseem S. Kiran & others.

FRANKING DEPOSIT SLIP

Received With Thanks
Rs. 1,57,640 Towards
Payment of Stamp Duty

DD / Cheque No. 972919

Drawn on Bank ABN-Amro

Mumbai

(For Bank's Use only)

Stamping Sr. No. 28890

Officer

ARTICLES OF AGREEMENT made at Mumbai, this
30th day of October 2006 BETWEEN M/S. NINA PERMS
 PRIVATE LIMITED, a Company incorporated under the Companies
 Act, 1956 having its registered office at 6, Sagar Classic, Chure Road,
 Byculla, Mumbai 400 008, hereinafter called "THE DEVELOPERS"
 (which expression shall it be repugnant to the context or meaning thereof
 be deemed to mean and include its present directors, their successors and



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ICICI Bank Ltd.
 30 Mahatma Samachar
 Marg, Fort, Mumbai-400001

D-5/STP/M/C.R. 1011/M/12/004/2068-70

भारत 28890
 139309
 R.0157640/-PB5134

Stamp Duty MAHARASHTRA

Rs one lakh fifty seven thousand six hundred
 only

Handwritten initials/signature

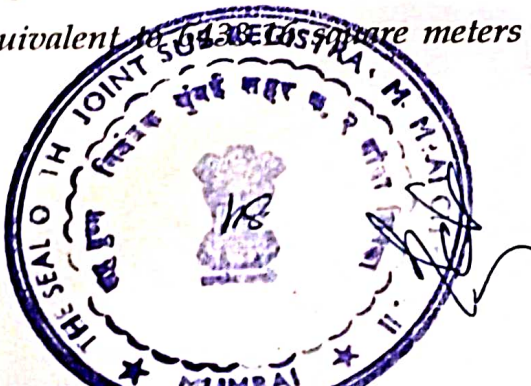
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AND

MRS. NASEEM SABIR NIRBAN, an adult, Indian Inhabitant, residing at 292, Abdul Rehman Street, 2nd floor, Mumbai 400 003, hereinafter called "THE PURCHASER/S" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators of the Other Part;

WHEREAS by virtue of a Deed of Conveyance dated 20th September 1886, The Reverend Lorin Samuel Gates and The Reverend Charles Harding of Solapur in the Presidency of Bombay in the Empire of India and The Reverend Edward Sackett Hume of Bombay in the said Presidency transferred and assigned all the rights, title and/or interest in the property cited above to The American Board of Commissioners for Foreign Missions (Now known as "United Church Board For World Ministries"), a corporation by law established in the commonwealth of Massachusetts in the United States of America and a trust duly registered under Bombay Public Charitable Trust under registration No, E-922 (Bom). The said United Church Board for World Ministries (hereinafter for the sake of brevity called as "THE OWNERS") are the Owners and well and sufficiently entitled to all pieces or parcels of land, hereditaments and premises together with the buildings, messages and tenements standing thereon and situate, lying and being at plot of land bearing Cadastral Survey No. 1484 of Byculla Division, properly mentioned in Survey Register for the Town and Island of Bombay on Register No. 176, Page No. 68, Sheet No. 270, bearing 'E' ward of Municipal Corporation of Greater Mumbai, situate at Sir Jamshedji Jeebhoy Road, in the City and Registration Sub-District of Mumbai admeasuring 7694.00 square yards equivalent to 6438.65 square meters and bearing Street No. 639, 641,1,



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1A, 2, 2A, 3, 3A and 4 of Sir J. J. Road (Old name Parel Road), Mumbai (herein after for the sake of brevity called as "THE SAID PROPERTY").

AND WHEREAS Marathi Mission (formerly known as American Marathi Mission) a trust registered under under Bombay Public Trust Act 1950 under registration No. F-287 (Bom), being the subsidiary trust of the Owners have been running a school on the said Property under the name of Hume High School and being in the use the property card in respect of the said Property stands in the name of Marathi Mission (formerly known as American Marathi Mission).

AND WHEREAS by an Agreement for Development dated 10th March 2004 made by and between the Owners of the One Part and the Developers of the Other Part, the Owners granted to the Developers development rights in respect of the said property for the consideration and on terms and conditions therein mentioned.

AND WHEREAS by an earlier Agreement dated 16th December 2002 made by and between the said Marathi Mission (formerly known as American Marathi Mission) of the One Part and the Developers of the Other Part, the said Marathi Mission (formerly known as American Marathi Mission) being in use, occupation and possession of the said Property, granted to the Developers development rights in respect of the said property for the consideration and on terms and conditions therein mentioned.

AND WHEREAS the Developers have evolved a Scheme for constructing a school building along with the necessary agreed residential houses in it and handover the same to the Owners and setting up a Residential cum-Commercial Complex pursuant after the Developers will



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demolish the existing structures in accordance with building plans and specifications to be sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter called as "THE CORPORATION") with a view to selling flats/ shops/ offices/ garages/ car parking spaces and other premises on what is popularly known as "Ownership Basis" to prospective Purchasers, and transferring and conveying to a Co-operative Society/Limited Company/Association of persons to be formed of purchasers of flats/ shops/ offices/ garages/ car parking spaces in the property and the building/buildings to be constructed.

AND WHEREAS pursuant to the Application to the Competent Authority under Section 22 of U.L.(C & R) Act. 1976 of Competent Authority has granted a N.O.C. for the re-development of the property pursuant to the said Scheme of Development.

AND WHEREAS pursuant to the Application made to the Charity Commissioner by the Owners, the Charity Commissioner under his order, dated 10th June 2004, has accorded the necessary sanction under section 36(1)(a) of the Bombay Public Trust Act 1950 for the development of the property.

AND WHEREAS the Developers prepared and submitted through their Architects M/s. S. D. Dalvi & Associates to the Corporation building/buildings plans and specification for the development of the said property which, have been sanctioned by the Corporation vide intimation of Disapproval No. EB/9572/E/A dated 18th October 2003 and subsequent amendments.



Transfer) Act, 1963 (Maharashtra Act No. XLV of 1963) as amended by amendment hereinafter for brevity's sake to be referred to as "the said Act" as well as items covered under Clauses (a) to (g) of Rule 4 of the Maharashtra Ownership Flats Rules 1964 hereinafter for brevity's sake referred to as 'the said Rules' and the Purchaser/s is/are satisfied with the same and has no further or other information nor disclosure to be required from the Developers.

AND WHEREAS the Purchasers have agreed to purchase the flats bearing No. 1604 on the 16th floor in the building known as "FORTUNE TOWER" presently under construction on the said property which is more particularly described in the First Schedule hereunder written with full knowledge of the several covenants and conditions contained the said Development Agreement dated 10th March 2004.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developers shall under normal circumstances, construct the said Residential-cum-Commercial Complex (hereinafter called "THE BUILDING") consisting of ground and twenty upper floors on the said land more particularly described in the First Schedule hereunder written in accordance with the sanctioned plans, specifications, approved by the purchasers with only such variations and modifications as the Developers or the Government require to be made in them or any of them provided that the Developers shall have obtained prior consent in writing of the Government in respect of such variations or modifications which

adversely affect the flat/ office/ shop agreed to be purchased by the purchaser/s.

2. The Purchasers hereby agreed to purchase from the Developers and the Developers hereby agree to sell to the Purchasers the Flat bearing No. 1604 of carpet area admeasuring 632 square feet equivalent to 58.71 square meters on 16th floor as sown in the plan thereof hereto annexed and marked Annexure "D" in the said building and known as "FORTUNE TOWER" (hereinafter for the sake of brevity called as "THE SAID PREMISES") to be constructed by the Developers on the said property more particularly described in the First Schedule hereunder written for the aggregate price of Rs. 35,00,000/- (Rupees Thirty-five lacs only) inclusive of the proportionate price of common areas/ facilities/ amenities of the said building more particularly described in the Second Schedule hereunder written. The Purchaser/s hereby agrees to pay to the Developers the said purchase price of Rs. 35,00,000/- (Rupees Thirty-five lacs only) in the following manner:

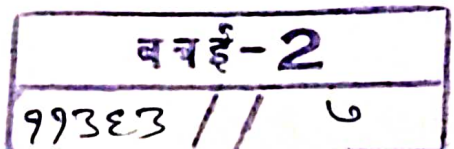
1. Rs. 26,00,000/- on or before the execution of this Agreement by way of Advance/Earnest money.
2. Rs. 9,00,000/- with in 15 days from the date hereof;

Rs. 35,00,000/-

Total



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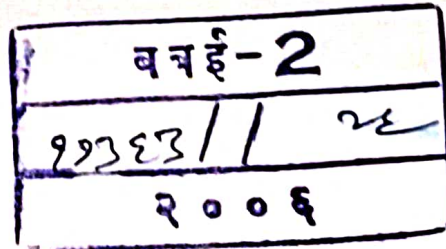
3. The Developers shall provide in the said premises with the high standard amenities fittings and fixtures as per the list annexed hereto and marked as Annexure "E".
4. The Developers hereby agree to observe, perform and comply with all terms, conditions, stipulations and restrictions of sanctioning the said plans and shall, before handing over the possession of the building to the Society Limited Company/Association of persons obtain from Corporation Occupation/Completion Certificate in respect of the building.
5. The Developers are not acting as agents of the Owners of the said property but as principals.
6. The Purchaser/s agrees to pay to the Developers interest at 18% per annum on all the amounts due and payable by the Purchaser/s to the Developers under the terms of the Agreement from the date the said amount is payable by the Purchaser/s to the Developers.
7. It is agreed that time for payment of each of the installments under clause 2 above is of the essence of the Contract. If the Purchaser/s commits default in payment of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/their taxes levied by the convened Local Authority and other outgoings) or if the Purchaser/s commit breach of any of the terms and conditions herein contained, the Developers shall be entitled, at their own option, to terminate this Agreement, provided always that the power of termination hereinbefore conferred shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser/s 15 days prior



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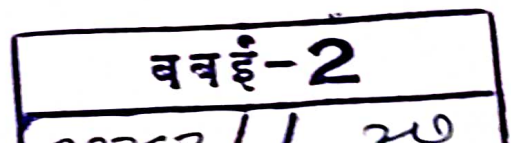
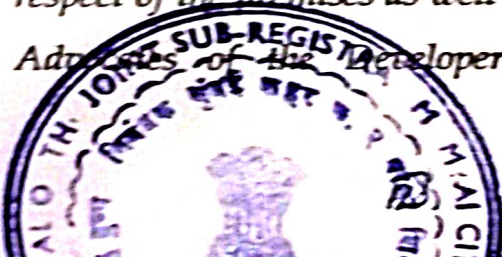
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35. The open area in front of the said Flat No. 1604, in the form of open terrace, open to sky, shall always be in the exclusive possession of the Purchaser/s and no other flat purchaser/s shall have any access to the said open area and the Purchaser/s herein above shall alone be entitled to the said open area. However, the Purchaser/s shall never be entitled to enclose the same.
36. Any co-operative Society/Limited Company and/or Association of Purchasers of premises in the said building shall being its name "FORTUNE TOWER" and that name will not be changed under any circumstances without obtaining written permission of the Developers.
37. The Purchaser/s shall lodge this Agreement with the Sub-Registrar of Assurances and intimate to the Developers within the time prescribed by law and shall after lodging intimate to the Developers after lodging the particulars of the number and the sub-registrar in which the Agreement is lodged for registration.
38. This Agreement shall always be subject to the provision contained in the Maharashtra Ownership Flats Act, 1963 and the rules there under or any other provisions of law applicable thereto.
39. The Purchaser/s shall not have any objection, now or in future, if the Developers let out part or full area on terrace or any part of the building or compound or open space to any company/person against any amount by way of rent, lease rent, compensation, royalty or by any other name for any sorts of advertisement or putting up any signboard or dish and the Developers alone shall be



entitled to the said amount and the Purchaser/s shall not claim any share in the said amount.

40. The developers may retain the existing structure for their own use and benefit and they or their nominees/assigns will be entitled to become members of the society/limited company to be formed of Purchaser/s of the said premises etc. The developers may instead of retaining the said existing structures for their own use and benefit, sell on Ownership basis, premises in the existing structure to one or more purchasers, or let-out on lease tenancy or licensee basis part(s) of the premises in the existing structure to leasees, tenants or licences on such terms and conditions as the Developers may think fit. The Developers may, also if they so choose demolish the existing structure and construct additional floors over or make additions in the new building or construct further structure(s) on any part of the said property in accordance with building plans to be approved by the corporation and self premises in such new structure/ floors on Ownership basis or some or all of the premises for their own use and benefit. The Society/Limited Company if formed shall be bound to admit and enroll the Developers nominees, Purchasers, Assign as member of Society/Limited company or the lessors or tenants as nominal members.
41. All costs, charges and expenses in connection with reparation engrossing, stamping and registering assignment and any other documents required to be executed by the Developers or by the Purchaser/s including stamp and registration charges in respect of such documents in favour of the Society/Limited Company in respect of the premises as well as the entire professional cost of the Advertisements of the Developers in and/or approving all such



documents shall be borne and paid by the Society/Limited Company or proportionately by the members of such Society/Limited Company. The Developers shall not contribute anything towards such expenses. The Purchaser/s shall before occupying the premises pay to the Developers their proportionate share in regard to the above, the amount payable under this clause in addition to the amounts under these presents.

42. All letters, receipts, and/or notice is issued by the Developers dispatched under certificate of posting to the address, mentioned above, will be sufficient proof of receipt of the same by the Purchaser/s shall completely and effectually discharge the Developers. In case change of address the Purchasers shall inform the Developers of his/her/their own new address in writing immediately.

IN WITNESS WHEREOF the parties have set their hands to these presents the day and the year first hereinabove written.

FIRST SCHEDULE ABOVE REFERRED TO

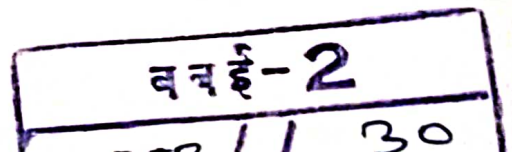
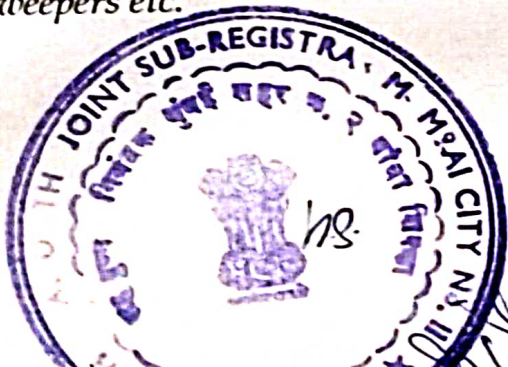
ALL THAT pieces or parcels of land, hereditaments and premises together with the buildings, messages and tenements standing thereon and situate, lying and being at plot of land bearing Cadastral Survey No. 1484 of Byculla Division, properly mentioned in Survey Register for the Town and Island of Bombay on Register No. 176, Page No. 68, Sheet No. 270, bearing 'E' ward of Municipal Corporation of Greater Mumbai, situate at Sir Jamshedji Jeebhoy Road, in the City and Registration Sub-District of Mumbai and measuring 694.00 square yards equivalent to 6433.16 square



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THE THIRD SCHEDULE ABOVE REFERRED TO:

1. *The expenses of maintenance, repairs, redecoration, etc. of the main structure and in particular the roof, gutter, rainwater pipes of the buildings, water pipes, electric wires, in under of upon the buildings, enjoyed and used by the purchasers in common with other occupiers of flats, passages, landing, staircases, as used by the purchasers and in common as aforesaid, and the boundary walls of the buildings, compounds, access roads, inside the compound lawns, gardens, and other amenities proportionate cost of maintenance towards development of Road, drainage, water lines, storm water drainage, electric polls and cables on the above sub-dividend plots as required by the Municipal Corporation of Greater Mumbai.*
2. *The cost of cleaning and lighting the passages, compound, landings staircases, entrance, lobby, serve floor and other parts of the buildings, as enjoyed the buyer in common aforesaid;*
3. *The cost of leaning and lighting the compound and roads;*
4. *The cost of painting and redecorating the exterior of the buildings/ garages/ parking spaces and the interior of the garages/ parking spaces;*
5. *The cost of salaries of clerks, Security, chowkidars, bills collectors, sweepers etc.*



- 6. The cost of working and maintenance of lifts and other light electric, water and service charges and cost of working and maintenance of inter-com system.
- 7. Municipal and other Taxes and Lease Rent Payable to the Owners.
- 8. Insurance of the buildings.
- 9. Cost of water meters or electric meters and/or any deposit for water drainage or electricity.
- 10. Such other expenses as are necessary in incidental for the maintenance and up keep of the buildings.

SIGNED, SEALED AND DELIVERED) For Nina Farms
 By the within named Developers) Private Limited.
 NINA FARMS PRIVATE LIMITED)
 in the presence of.....)

[Handwritten Signature]
 Director.

SIGNED, SEALED AND DELIVERED)
 By the within named Purchaser/s)
 Mrs. Naseem Sabir Nirban) *N. NIRBAN*
 in the presence of.....)



ANNEXURE-2

1. BUILDING

The structure will be in R.C.C. frame. External walls shall be 4" painted brick or 4" concrete blocks and partition walls will be in single brickwork. Internal plaster shall have finished and external walls shall be sand faced plaster and cement painted. All internal walls, ceiling shall be finished in superior lime wash.

2. DOORS AND WINDOWS

All entrance doors shall be panel or flush doors with various iron one side and all necessary fittings. The bedroom and kitchen doors shall also be panelled doors with various heavy standard aluminium fittings. The bath, w/c and balcony windows shall be panelled doors partly glazed with necessary aluminium fittings. Windows shall be aluminium except for verandah, which will be steel.

3. FLOORING

Impressed Marble or white cement will be laid in all the living rooms. Other rooms and passages and kitchen shall have high quality tiles with 4" skirting which shall be provided on each wall.

4. KITCHEN

Kitchen will have one cooking platform fixed with marble / Granite and with a steel sink 1'6" deep of 6" x 6" fancy glass door and 2'0" x 2'0" window above and platform.



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5. **BATH AND W.C.:**

The flooring of the bath shall be in designer tiles and the wall shall have designer tiles of superior quality. The W.C.'s shall be of English type, one washbasin and shower will be provided in each toilet.

6. **ELECTRIC FITTINGS:**

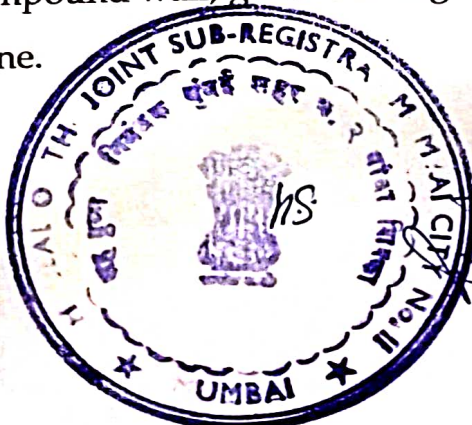
- (a) Concealed copper wiring in all rooms, bathrooms with separate meter for each flat.
- (b) Necessary light points in staircase, common passage and terrace compound.
- (c) One light point, one plug point and one fan point in all rooms and kitchen. There will be two light points in room having built up area of more than 150 sq. ft.
- (d) One light point in balcony, W.C. and Bath.

7. **PLUMBING:**

All plumbing work will be of approved quality concealed type and carried out as per plan and regulations of the B.M.C.

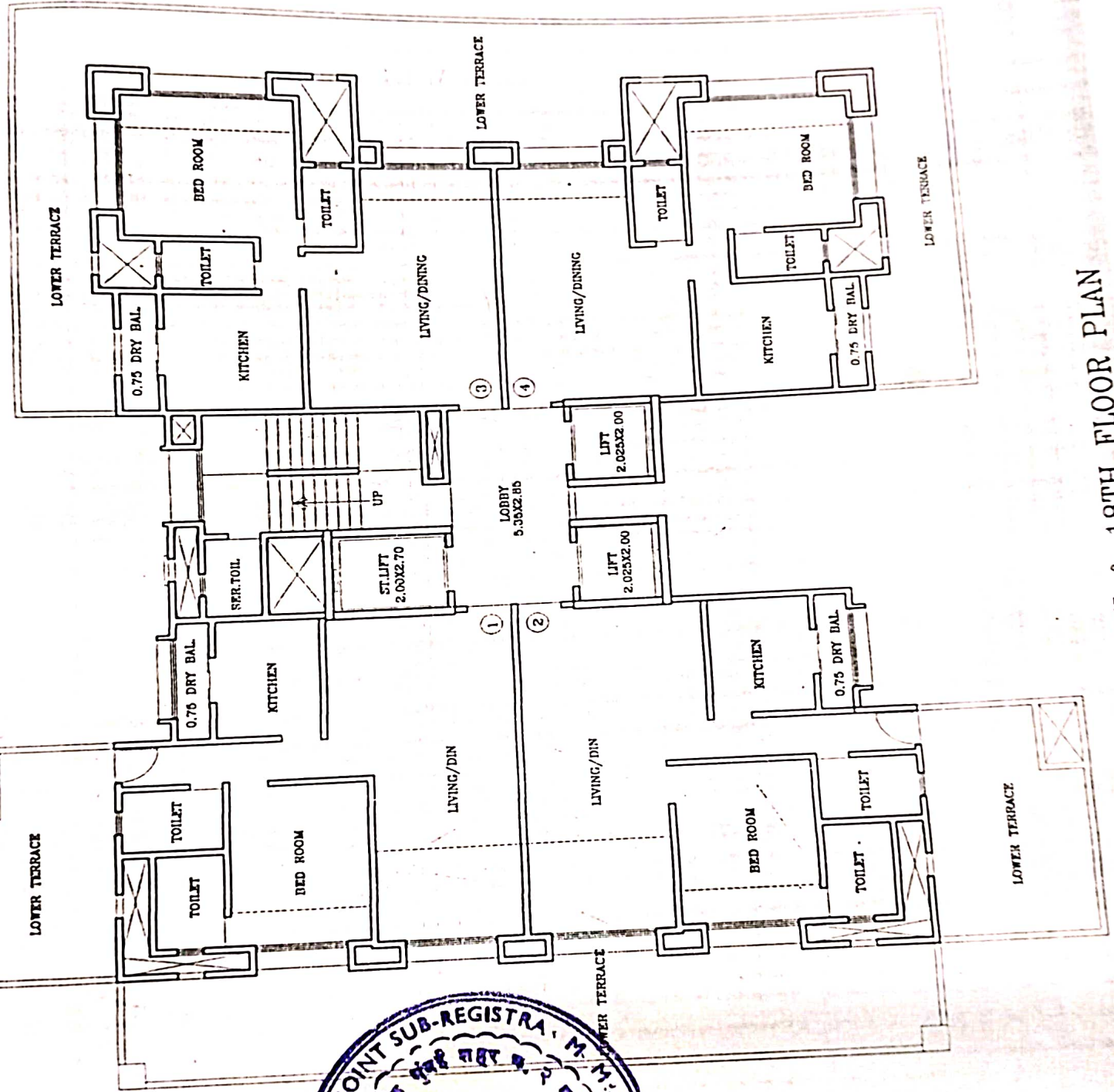
8. **GENERAL:**

General development of the site including providing of compound wall, gate. Underground tank and pump shall be done.

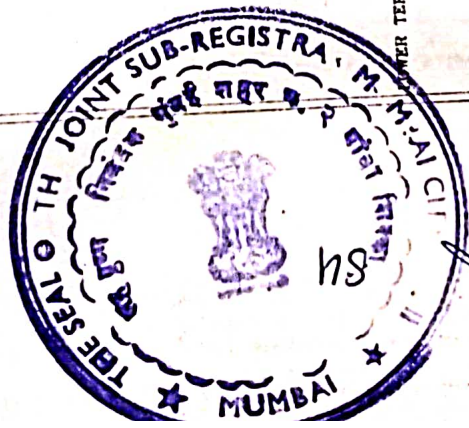


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Flat No. 1604
16th Floor



16TH & 18TH FLOOR PLAN



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SHILPA AMOLIK

ADVOCATE HIGH COURT

292, Abdul Rehman Street, 2nd floor, Mumbai 400 003

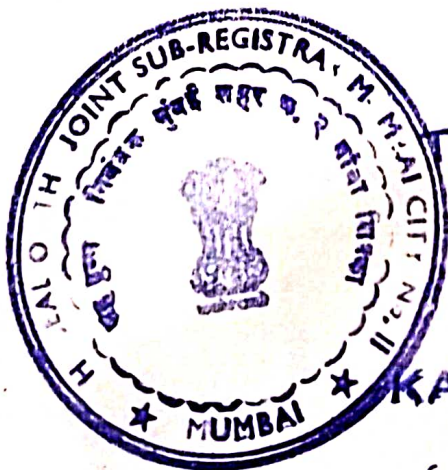
Dated: 14th June 2004

TO WHOMSOEVER IT MAY CONCERN

Re: ALL THAT pieces or parcels of land lying and being at plot of land bearing Cadastral Survey No. 1484 of Byculla Division, properly mentioned in Survey Register for the Town and Island of Bombay, bearing 'E' ward of BMC, situate at Sir J. J. Road, in the City and Registration Sub-District of Mumbai admeasuring 7694.00 square yards equivalent to 6433.16 square meters, Mumbai.

By virtue of a Deed of Conveyance dated 20th September 1886. The Reverend Lorin Samuel Gates and The Reverend Charles Harding of Solapur in the Presidency of Bombay and The Reverend Edward Sackett Hume of Bombay in the Empire of India and transferred and assigned all the rights, title and/or interest in the property cited above to The American Board of Commissioners for Foreign Missions (Now known as "United Church Board For World Ministries"), a corporation by law established in the commonwealth of Massachusetts in the United States of America and a trust duly registered under Bombay Public Charitable Trust under registration No. E-922 (Bom).

Marathi Mission (formerly known as American Marathi Mission) one of the branches of United Church Board For World Ministries, being running the school by the name of Hume High School and Junior College on the above cited property, holds its name on the Property Card issued by the Superintendent, Mumbai City Survey and Land Records and the same is reflected on Register No.



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KAZI & COMPANY,
ADVOCATES

6, Sagar Classic, Clare Road,

Byculla, Mumbai-400 008

170, Page No 05, Sheet No 272 with the records of the Superintendent, Mumbai City Survey, Mumbai.

The said Marathi Mission vide an agreement dated 15th December 2002, have granted development rights in respect of the above cited property to M/s. Nina Farms Private Limited, a company incorporated under Indian Companies Act 1956 and having its registered address at 6, Sugar Classic, Chure Road, Bocolia, Mumbai 400008 and have also issued a registered power of attorney in favour of the directors of the said company M/s. Nina Farms Private Limited.

The said United Church Board for World Ministries being the owners of the above cited Property and holding the same on F. T. Register (Schedule-I) with the Charity Commissioner's Office, Mumbai, vide an agreement dated 10th March 2004, have granted development rights in respect of the above cited property to M/s. Nina Farms Private Limited, and have also issued a power of attorney in favour of the directors of the said company.

The said United Church Board for World Ministries applied to the Charity Commissioner for their N.O.C. to the said agreement dated 10th March 2004 and the Charity Commissioner vide his order dated 10th June 2004 has accorded the necessary sanction under section 47 (1)(a) of the Bombay Public Trust Act 1956.

I have investigated the title of the United Church Board for World Ministries who have entered into valid agreement with M/s. Nina Farms Private Limited, to the above cited property by making the search from the government records, giving Public Notice in the daily news papers, and inspection of the available documents and find their title to the said property is clear and marketable and free from reasonable doubts.



SHILPA AMOLIK
(Advocate High Court)

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W & COMPANY,
ADVOCATES

6, Sugar Classic, Chure Road,
Bocolia, Mumbai-400008.



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STATE REGISTER FOR THE JUDICIAL SUB-REGISTRATION OF PROPERTY

(Prepared under Section 202 of the Maharashtra Land Revenue Act, 1956)

Division: BOMBAY
Register No. 176
Page No. 65

1. <u>Collector's No.</u>	2. <u>Collector's Dist. No.</u>	3. <u>Area</u>	4. <u>Location</u>	5. <u>Area</u>	6. <u>Area</u>	7. <u>Collector's No.</u>
		sq. YARDS		sq. YARDS	sq. YARDS	

II. Particulars of Title

1. <u>Serial No.</u>	2. <u>Name of Person in Judicial Ownership</u>	3. <u>Mode of Acquisition in Present Owner</u>	4. <u>Particulars of Title</u>

1. <u>Serial No.</u>	2. <u>Name of Person in Judicial Ownership</u>	3. <u>Mode of Acquisition in Present Owner</u>	4. <u>Particulars of Title</u>



(Precedence of 1st instance above other entries)
 Note: This is a true copy of the original of the Registrar which forms part of the office record and the fees of the property returned to the Registrar is Rs. 100/- only.
 THE JOINT SUB-REGISTRAR, MUMBAI
 WHICH HAS BEEN VERIFIED WITH THE ORIGINAL RECORD OF THE OFFICE.

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Form 346
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Ex. Eng. Bldg. Proposal (City)
in replying please quote No. E. B. No. Municipal Offices, 3rd Floor
and date of this letter 10 B. N. Hafizuddin Marri, Byculla
Mumbai - 400 008

Intimation of Disapproval under Section 346 of the Mumbai
Municipal Corporation Act, as amended up to date.

No. E.B./CE/ EB/9572/E/A BS/A of 2003 - 2004

MEMORANDUM

Municipal Office,
Mumbai 18/10/03 200

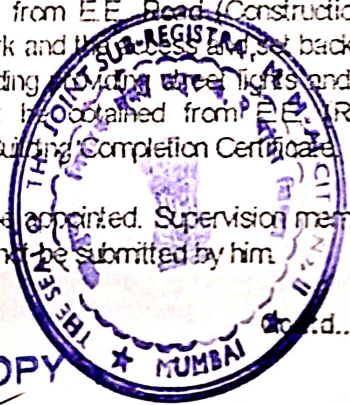
To,

S.Y. Nirben & Nisar Kazi,
C.A. to Owner,
6, Sagar Classic, Clare Road,
Byculla, Mumbai- 400 008.

With reference to your Notice, letter No. 490 dated 12.1.2003 and delivered on 16.1.2003 and the plans, Sections Specifications and Description and further particulars and detail of your building at C.S.No. 1484 of Byculla Division, 'E' Ward, furnished me under your letter, dated 16.1.2003 I have to inform you that I cannot approve of the building work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:-

A) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.

1. That the commencement certificate under Section 44/59(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
3. That the low lying plot will not be filled up to a reduced level at least 92 T.H.D. or 6" above adjoining road level whichever is higher with masonry, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.O./or access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting the construction work and the specifications and set back land will not be developed accordingly including providing tree lights and S.W.D., the completion certificate will not be obtained from E.E. (R.C./E.E. (S.W.D.) of City before submitting Building Completion Certificate.
5. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3) (ix)] will not be submitted by him.



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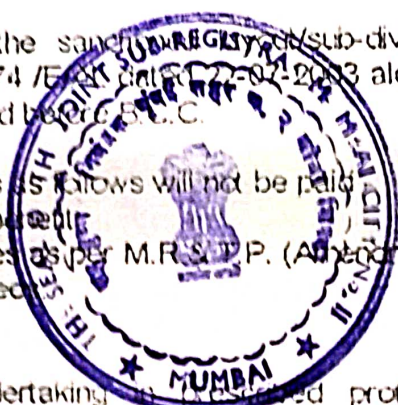
KAZI & COMPANY,
ADVOCATES
6, Sagar Classic, Clare Road,
Byculla, Mumbai-400 008.

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No. EB/9574/E/A of 18/10/03

Contd...(A)...

6. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
7. That the regular sanctioned proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/ E.E.(T&C.)/ E.E.(D.P.)/ D.I.L.R. before applying for C.C.
8. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
9. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand-over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and that the ownership of the setback land will not be transferred in the name of M.C.C.M. before C.C.
10. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. And to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C. starting the work.
11. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
12. That the requirements of N.O.C. of Chief Fire Officer will not be obtained & the requisitions, if any, will not be complied with before occupation certificate/ B.C.C.
13. That the Registered Agreement with the prospective Bank agreeing to occupy the Bank including staff quarters portion will not be submitted before C.C.
14. That the conditions mentioned in the release letter of E.E.D.P. under No.CHE/3864/DFC dated 05-02-2003 will not be complied with.
15. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
16. That extra water and sewerage charges will not be paid to A.E.W.W."E" Ward before C.C.
17. That the true copy of the sanction/REGISTRY of/sub-division/amalgamation approved under No.EB/9574/E/A dated 27-02-2003 along with the T. & C. thereof will not be submitted before C.C.
18. That the premium/deposits as follows will not be paid
 - a. Staircase/Lift area
 - b. Development charges as per M.R.S. & P. (Amendment) Act 1992
 - c. Balcony enclosure fees
 - d. Insecticide charges
19. That the registered undertaking and registered proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.



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(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE
B.C.C.

1. That certificate under Section 270 A of M.M.C. Act will not be obtained from
H.E.'s Department regarding adequacy of water supply

R. Sharma
Executive Engineer
Building Proposals (City)- II

No. EB/ 9572 / E / A of

- Copy to :-
1. S.G. Dalm & Associates
Architects,
Ground floor, Abhasika Building,
Goshneeldeep Co-Op Hsg. Soc.
Vithal Chavan Marg, Parel
Mumbai - 400 012
 2. Asstt. Commissioner 'E' Ward,
 3. A.E.W.W. 'E' Ward,
 4. A.A & C. 'E' Ward,

Executive Engineer
Building Proposals (City)- II

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KAZI & COMPANY,
ADVOCATES
6, Sugar Classic, Clare Road,
Byculla, Mumbai-400 008.



No. EB/CE/ 9574e /BS /IA/
NOTES 18/10/03

- (1) The work should not be started unless objections are complied with
 - (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
 - (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
 - (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
 - (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
 - (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
 - (9) No work should be started unless the structural design is approved.
 - (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
 - (11) The application for sewer streer connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
 - (12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.
 - (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Mumbai Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
 - (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
 - (15) The aces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
 - (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
 - (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glace pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
 - (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drains without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
 - (19) No work should be started unless the existing structures proposed to be demolished are demolished.



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- This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (b) (1) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 15 of the Maharashtra Regional and Town Planning Act, 1966. (12 of the Town Planning Act), will be withdrawn.
- 21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
 - (i) Specific plans in respect of evicting or releasing the existing tenants on hour stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
 - (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
 - (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
 - (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre
 - (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
 - (26) It is to be understood that the foundations must be excavated down to hard soil.
 - (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
 - (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
 - (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
 - (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof cover made of wrought iron plates or hinges. The manholes of all systems shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
 - (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
 - (32) ~~(a) Louvers should be provided as required in the Code No. 5 (b) Lintel or Arches should be provided over the windows (c) The doors should be provided as required in the Code No. 5 (d) The openings should be provided as required in the Code No. 5~~
 - (33) If the proposed additional is intended for foundations and structures, you will do so at your own risk.



Rahama
 16-8-63
 Executive Engineer, Building Proposals
 City Engineer, Mumbai

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KAZI & COMPANY,
 ADVOCATES
 6, Sugar Classic, Clare Road,
 Byculla, Mumbai-400 008.

MUNICIPAL CORPORATION OF GREATER MUMBAI

Ex. Eng. Bldg. Proposal (City) - I

FORM 'A' 'E' Ward Municipal Offices 3rd Floor,
10 B, K. Hafizuddin Marg, Byculla,

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

NO. EEBPC/ 3572 / E / A of 11/5/07

COMMENCEMENT CERTIFICATE

To,

S.Y. Nirben & Nisga

Kazi C.A. to owner

G. Nagar Classic Clarend

Byculla 19' B.A. - 08

Or,

With reference to your application No. 750 dated

16/1/03 for Development Permission and grant of Commencement Certificate

under Section 44 and 69 of the Maharashtra Regional and Town planning Act, 1966, to carry

out development for prop. development bldg. with bank staff.

Quarters for Bank & residential flats on plot C.S. no. 1484 Byculla

and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect

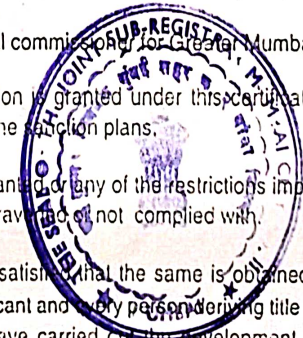
a building in Building No. _____ on Plot No./C.S.No./C.T.S. No. 1484 Division/

Village/Town Planning Scheme No. _____ Situated at Road / Street

J.J. Rd., Ward E the Commencement

Certificate/ Building permit is granted on the following conditions:-

- 1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you. -
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai, if :-
 - a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanction plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c) The Municipal commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.



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COMPANY

7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.

8) The Municipal Commissioner has appointed Shri. R.G. Sharma Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act. This c.c. is granted upto plinth for phase I

This Commencement Certificate is valid upto 10/5/05

For and behalf of Local Authority
The Municipal Corporation of Greater Mumbai.

R.G. Sharma
Assistant Engineer
Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

EB/9572/ETA dt. 13/1/05

This c.c. is endorsed as per amended plan approved at 12/1/05 and further extended for G+1 + St. (P1) 6th upper fls.

EB/9572/ETA dt. 18/2/05 R.G. Sharma
13/1/05
ACBP/IV

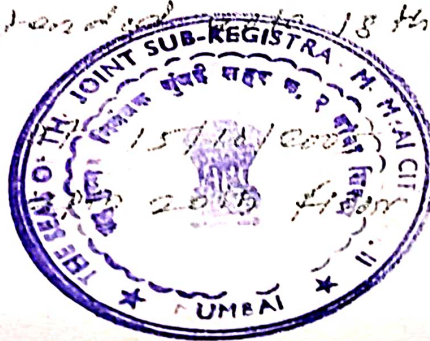
This c.c. is further extended upto 9th floor top slab

EB/9572/ETA dt. 4/5/05

R.G. Sharma
12/1/05
ACBP/IV

This c.c. is further extended upto 13th floor top slab

EB/9572/ETA



R.G. Sharma
12/1/05
ACBP/IV

This c.c. is granted

for entire works

R.G. Sharma
13/1/05
ACBP/IV

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COMPANY
ADVOCATES
A. Sugar Classic, Clare Road,
Boculla, Mumbai-400 008.

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AAAON5032E



नाम / NAME
NINA FARMS PVT LTD

निगमन/बनने की तिथि / DATE OF INCORPORATION/FORMATION
14-10-1996

R. Singh
आयकर निदेशक (प्रणालि)
DIRECTOR OF INCOME TAX (SYSTEMS)

TRUE COPY

Deve
KAZI & COMPANY,
ADVOCATES
6, Sagar Classic, Clare Road,
Byculla, Mumbai-400 008.



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